

EXHIBIT A

U.S. Patent Applications

Appln. No.

Filing Date

Title

09/776130

02/02/2001

**System and Method for Brokering Food Order
Transactions Among a Plurality of Unaffiliated
Sellers**

CONTRIBUTION AND ASSIGNMENT AGREEMENT

THIS CONTRIBUTION AND ASSIGNMENT AGREEMENT is made and entered into on June __, 2001 and effective as of July 1, 2001 by and between i2 Technologies, Inc., a Delaware corporation ("Assignor") and i2 Technologies US, Inc., a Nevada corporation ("Assignee").

RECITALS

1. Assignor desires to contribute all of its right, title and interest in and to certain of its assets to Assignee in exchange for 1,000 shares of common stock, par value \$0.01 per share (the "Shares"), of Assignee, and Assignee desires to accept such contribution of such assets on the terms and conditions set forth in this Agreement.

2. Assignor desires to assign to Assignee, and Assignee is willing to assume, certain of its liabilities, obligations, contracts and commitments, on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. Unless the context clearly requires otherwise, the following capitalized terms will have the following meanings when used in this Agreement:

"Agreement" means this Contribution and Assignment Agreement, as it may be modified, supplemented or amended from time to time.

"Assets" means all of the Assignor's assets, properties, Contracts, Equipment, Intellectual Property, Third-Party Intellectual Property and contractual rights including, but not limited to, those items as may be listed on Exhibit A from time to time; provided, however, that the term "Assets" will not include (a) any securities owned by Assignor with respect to its partially or wholly owned subsidiaries, (b) any employment contracts relating to the executive officers of Assignor (other than payment obligations, which shall become the obligation of Assignee), (c) any employee benefit plans of Assignor, (d) any indentures, debt instruments and rights relating to any debt or equity securities issued by Assignor, and (e) any other assets identified by Assignor as not being assigned.

"Assignee" means i2 Technologies US, Inc., a Nevada corporation.

"Assignor" means i2 Technologies, Inc., a Delaware corporation.

"Copyright(s)" means all forms of proprietary rights granted by the United States government with respect to an original work of authorship fixed in any tangible medium of oppression from which it can be perceived, reproduced, or otherwise communicated relating to the Assignee's business and Technology.

"Know-How" means all factual knowledge and information related to the Assignor's business and Technology which is not capable of precise, separate description but which, in an accumulated form, after being acquired as a result of trial and error, gives to the one acquiring it the ability to produce and market something which one otherwise would not have known how to produce and market with the same accuracy or precision necessary for commercial success, provided however, that such knowledge and information is not in the public domain or readily available to any third party other than a limited number of persons who have agreed to keep that information secret.

"Intellectual Property" means all intellectual property rights including, without limitation, Patents, Copyrights, Trade Secrets, Know-How, Trademarks and Trade Names that Assignor owns, or that another has assigned to Assignor.

"Patent(s)" means all forms of proprietary rights granted by the United States government with respect to a design or an invention, including patents and certificates of addition, utility models, and enforceable patent applications, i.e., those under which injunctive relief is available, as well as, any continuation, division, extension, renewal, revival, or reissue thereof or substitution therefor relating to the Assignor's business and Technology.

"Technical Information" means any material in human or machine readable form which embodies or describes the Technology.

"Technology" means any and all compositions, articles of manufacture, processes, apparatus; data, writings and works of authorship (including, without limitation, software, protocols, program codes, audio-visual effects created by program code, and documentation relating thereto); drawings and other tangible items (including, without limitation, materials, samples, components, tools, and operating devices, prototypes and engineering models) related to the Assignor's business.

"Trade Secrets" means any Technical Information and Business Information that generally facilitates the sale of products, increases revenues, or provides an advantage over the competition and is not generally known.

"Trademark(s)" means all forms of proprietary rights granted by the United States government with respect to any word, name, symbol or device, or any combination thereof, used to identify and distinguish goods related to the Assignor's business and Technology and all goodwill associated therewith.

ARTICLE II CONTRIBUTION AND ASSIGNMENT

2.1 Contribution and Assignment. Assignor hereby contributes, transfers and assigns to Assignee all of its right, title and interest in the Assets, and will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered each and all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, consents and assurances as may reasonably be necessary to evidence, perfect or complete the transfer, assignment and conveyance of the Assets to Assignee.

2.3 Further Agreements. Assignor and Assignee each agree to execute and deliver to the other such reasonable and appropriate additional documents, instruments or agreements and to take further actions as may be necessary or appropriate to effectuate the purposes of this Agreement and the orderly transfer of the Assets. The parties further agree to prepare a complete listing of the Assets assigned by this Agreement as soon as practicable following the effective time of the assignment.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES**

3.1 Representations and Warranties of Assignor. Assignor represents and warrants to Assignee as follows:

(a) Organization. Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Authority and Validity. Assignor has the corporate capacity to execute, deliver and perform its obligations under this Agreement and the other documents executed or required to be executed by Assignor in connection with this Agreement. This Agreement, such other documents and the consummation by Assignor of the transactions contemplated hereby and thereby have been authorized by appropriate corporate action of Assignor.

3.2 Representations and Warranties of Assignee. Assignee represents and warrants to Assignor as follows:

(a) Organization. Assignee is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada.

(b) Authority and Validity. Assignee has the corporate capacity to execute, deliver and perform its obligations under this Agreement and the other documents executed or required to be executed by Assignee in connection with this Agreement. This Agreement, such other documents and the consummation by Assignee of the transactions contemplated hereby and thereby have been duly authorized by appropriate corporate action of Assignee.

ARTICLE IV MISCELLANEOUS

4.1 Construction. In the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable during the term hereof, the validity of the other provisions of this Agreement shall be in no way affected thereby. All words not specifically used as defined terms herein shall be construed in conformity with the meanings commonly ascribed thereto, relative to the context in which each is used. To the extent provisions of this Agreement conflict with provisions of any other agreement entered into either simultaneously or after this Agreement, the provisions of such other agreement shall control.

4.2 Successors and Assigns; Assignment of Agreement. This Agreement shall bind and inure to the benefit of and be enforceable by Assignor and Assignee and the respective successors and assigns of Assignor and Assignee. No provision hereof shall be construed to create any right in any person not a party hereto.

4.3 Governing Law. This Agreement, including its formation, application, performance, enforcement, the relationship between the parties, and any claims, demands, causes of action and disputes in any way arising out of or related to it, shall be governed, construed and interpreted under the substantive law (and the law of remedies, if applicable) of the State of Delaware.

4.4 Jurisdiction and Venue. The District Court of the City and County of Dallas, Texas shall have exclusive jurisdiction, and shall be the exclusive venue for any and all controversies and claims arising out of or relating to this Agreement and a breach thereof, except as otherwise agreed by the parties.

4.5 Counterparts. This Agreement and any document executed in connection with this Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Contribution and Assignment Agreement as of the date first written above.

ASSIGNOR:

i2 TECHNOLOGIES, INC.

By: MC Donohoo
Name: Robert Donohoo
Title: Corporate Counsel

ASSIGNEE:

i2 TECHNOLOGIES US, INC.

By: MC Donohoo
Name: Robert Donohoo
Title: Corporate Counsel